

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

LINDA J. BLOZIS,

Plaintiff,

V.

C.A. NO. 05-891 SLR

MELLON TRUST OF DELAWARE, NATIONAL ASSOCIATION, a Pennsylvania corporation; **MELLON BANK, NATIONAL ASSOCIATION**, (formerly **MELLON BANK (DE) NATIONAL ASSOCIATION**), a Pennsylvania corporation; and **MELLON FINANCIAL CORPORATION**, a Pennsylvania corporation,

Defendants.

**APPENDIX TO
PLAINTIFF'S ANSWERING BRIEF
IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

THE NEUBERGER FIRM, P.A.
THOMAS S. NEUBERGER, ESQ. (#243)
STEPHEN J. NEUBERGER, ESQ. (#4440)
 Two East Seventh Street, Suite 302
 Wilmington, Delaware 19801
 (302) 655-0582
TSN@NeubergerLaw.com
SJN@NeubergerLaw.com

LAW OFFICE OF JOHN M. LaROSA
JOHN M. LaROSA, ESQ. (#4275)
 Two East 7th Street, Suite 302
 Wilmington, Delaware 19801-3707
 (302) 888-1290
JLR@LaRosaLaw.com

Dated: March 12, 2007

Attorneys for Plaintiff

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LINDA J. BLOZIS,

Plaintiff,

v.

MELLON TRUST OF DELAWARE, NATIONAL
ASSOCIATION, a Pennsylvania corporation;
MELLON BANK, NATIONAL ASSOCIATION,
(formerly MELLON BANK (DE) NATIONAL
ASSOCIATION), a Pennsylvania corporation; and
MELLON FINANCIAL CORPORATION, a
Pennsylvania corporation,

Defendants.

CIVIL ACTION NO.

05 - 891 -

TRIAL BY JURY DEMANDED

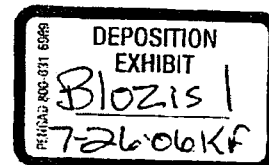
COMPLAINT

1. This is a civil action arising from age and sex discrimination and retaliation which seeks compensatory, punitive, and statutory liquidated damages and injunctive relief for the negative evaluation, discipline, and discharge of a then 57 year old woman employed by Defendants for over thirteen years.

I. JURISDICTION AND VENUE

2. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1331 and 1343; 42 U.S.C. § 1981a; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"); and the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. ("ADEA").

B001



3. This Court has jurisdiction over the state law claims under 19 Del. C. §§ 711(a)(1) and (f) in Counts I - III pursuant to 28 U.S.C. § 1367, which provides for supplemental jurisdiction.

4. The causes of action arise under Title VII, the ADEA, and 19 Del. C. §§ 711(a)(1) and (f).

5. All conditions precedent to jurisdiction have occurred or have been complied with. Plaintiff filed a timely administrative complaint with the United States Equal Employment Opportunity Commission. All administrative proceedings have been terminated. Plaintiff received a Notice of Right to Sue on or about September 28, 2005. She files this Complaint within 90 days of receipt of such Notice.

6. Venue is proper in this district because it is the judicial district where Plaintiff was employed, the unlawful employment practices and discrimination complained of occurred, and the claims arose.

II. THE PARTIES

7. Plaintiff Linda J. Blozis is a citizen of the United States and a resident of Naples, Florida. She was employed continuously by Defendants from approximately February 14, 1990 to July 14, 2003.

8. Plaintiff is a white female age 58, who at all times was a diligent, loyal, and capable employee.

9. Defendant Mellon Trust of Delaware, National Association ("Mellon Trust") is a Pennsylvania corporation. It operates a trust bank engaging in fiduciary activities but cannot take deposits or lend money. It does business throughout the State of Delaware. It was the joint employer of Plaintiff. Mellon Trust has a principal place of business at Two Greenville Crossing, 4005 Kennett Pike, Suite 200, Greenville, Delaware 19807. The Secretary of State of the State of Delaware is authorized to accept service for Mellon Trust in accordance with Rule 4(e)(1) of the Federal Rules of Civil Procedure and 8 Del. C. § 382. It is a wholly-owned subsidiary of Defendant Mellon Bank, National Association. Throughout the facts alleged herein, its management had actual or imputed knowledge of the discriminatory actions taken against Plaintiff, but it took no steps to redress this conduct.

10. Defendant Mellon Bank, National Association ("Mellon Bank") is a Pennsylvania corporation. It does business throughout the State of Delaware. Previously, Mellon Bank (DE) National Association ("Mellon DE") merged into Mellon Bank. Mellon Bank, through its predecessor, Mellon DE, was the joint employer of Plaintiff. Mellon Bank is the parent company of Defendant Mellon Trust. The Secretary of State of the State of Delaware is authorized to accept service for Mellon Bank in accordance with Rule 4(e)(1) of the Federal Rules of Civil Procedure and 8 Del. C. § 382. Throughout the facts alleged herein, its management had actual or imputed knowledge of the discriminatory actions taken against Plaintiff, but it took no steps to redress this conduct.

11. Defendant Mellon Financial Corporation ("Mellon Financial") is a Pennsylvania corporation. It is a bank holding company, a financial services holding company, and the parent company of Defendant Mellon Bank. Its corporate headquarters are located at One Mellon

Center, Pittsburgh, Pennsylvania 15258-0001. It does business throughout the State of Delaware. It was the joint employer of Plaintiff. The Secretary of State of the State of Delaware is authorized to accept service for Mellon Financial in accordance with Rule 4(e)(1) of the Federal Rules of Civil Procedure and 8 Del. C. § 382. Throughout the facts alleged herein, its management had actual or imputed knowledge of the discriminatory actions taken against Plaintiff, but it took no steps to redress this conduct.

12. The three Defendants all are one single “employer” as defined by the ADEA and Title VII. They function as one integrated enterprise with 1) common management, 2) interrelated operations in which all of the businesses are in the financial services industry, 3) common ownership and financial control by a parent over the subsidiaries, and 4) centralized control over labor relations. This integrated enterprise of corporations had twenty or more employees for each working day in each of twenty or more calendar weeks in 2003.

III. FACTS GIVING RISE TO THE ACTION

A. Excellent Employment History

13. During Plaintiff’s more than thirteen years with Defendant, she worked as a Portfolio Administrator in Defendants’ Private Wealth Management Department and was entrusted to work on trust accounts valued between \$1 million and \$50 million dollars.

14. During her more than thirteen years with Defendant, Plaintiff received many written commendations from her numerous supervisors for her customer service skills and dedication to her job.

15. During her more than thirteen years with Defendant, Plaintiff was never cited for tardiness. Her attendance record was commendable.

16. During her more than thirteen years with Defendant, Plaintiff was never cited for unprofessionalism or gross neglect of responsibilities.

17. In 2001, Plaintiff received a bonus for her good performance in 2000.

18. On February 20, 2002, Plaintiff received a \$2,000 incentive under Defendants' Private Wealth Management 2001 Portfolio Team Incentive Plan for her good performance in 2001.

19. In October of 2002, Plaintiff received a raise in annual salary from \$36,000 to \$39,800.

20. From approximately February 14, 1990, through November of 2002, Plaintiff's annual evaluations and quarterly checks (collectively "performance evaluations") ranged from meets expectations to exceeds expectations. Prior to December of 2002, Plaintiff never received an unfavorable performance evaluation from Defendant.

21. From approximately February 14, 1990, to May 19, 2003, Plaintiff never received a demotion, suspension, written reprimand, or any other form of written discipline from Defendant.

B. Increased Responsibilities and Negative Evaluation

22. From approximately March of 2002 to July 7, 2002, Defendants made Plaintiff responsible for all support work during the frequent absences of supervisors. Defendants made Plaintiff alone responsible for telephone reception, mail delivery, equipment maintenance, arranging client meetings, handling all cash transactions, opening new accounts, closing terminated accounts, and training a new employee. Younger and male employees were not treated similarly.

23. On or about January 27, 2003, Plaintiff's immediate supervisor, Investment Officer Bill Becker, a white male then in his late 30's, gave Plaintiff her first unfavorable performance evaluation in her then more than twelve years with Defendants which criticized the speed of her work and knowledge of responsibilities. Younger and male employees were not treated similarly.

24. Between January 2003 and May of 2003, Defendants pressured Plaintiff to work harder and faster. Younger and male employees were not treated similarly.

C. Oral Reprimand, Internal Complaint of Age Discrimination, and Discipline

25. In late April of 2003, Team Leader and First Vice President Brendan Gilmore, a white male approximately age 56, called Plaintiff into his private office and strongly criticized her work in a threatening and demeaning manner. Specifically, he insisted that Plaintiff immediately complete a client meeting booklet "or else."

26. Even though his door was closed, his tone and volume were disruptive to other employees outside of his office. Gilmore used profanity in speaking to Plaintiff.

27. Before leaving for vacation on May 2, 2003, Plaintiff lodged a verbal complaint against Brendan Gilmore for the unprofessional, threatening, and demeaning manner in which he had spoken to her. Her complaint was recorded by Rosemary Thomas of Human Resources.

28. Specifically, Plaintiff told Thomas in good faith that she believed that Gilmore's words and conduct toward Plaintiff were "founded in age."

29. On May 19, 2003, Administrative Officer Gregg Landis, a white male in his mid-30's, gave Plaintiff her first and only written reprimand, entitled "Final Written Warning for Performance" which later was signed by Brendan Gilmore.

D. Discharge and Replacement

30. Between May 19th and July 13th of 2003, Plaintiff continued to make every effort to complete outstanding projects. Landis agreed with Plaintiff that she was getting client files to a point of smooth transition for the new replacement of Investment Officer Bill Becker.

31. Nevertheless on July 14, 2003, at approximately 10 a.m., Landis informed Plaintiff via e-mail that he needed to talk to her in a private office about a Human Resources issue.

32. That same day, Landis and Plaintiff met for a conference call with Rosemary Thomas. At that time, Landis told Plaintiff she was fired because of her performance.

33. Landis told Plaintiff to clean out her desk and return to him her keys and pass cards, and she promptly complied.

34. Upon information and belief, in late 2003 or early 2004, Defendants replaced Plaintiff with a female who is sufficiently younger than Plaintiff.

E. Stated Reason

35. Any alleged legitimate non-retaliatory and non-discriminatory reasons offered by Defendants for the difference in treatment of Plaintiff is a pretext for retaliation and discrimination because of age and sex.

F. Plaintiff's Prima Facie and Pretext Case

36. At the time her employment ended, Plaintiff was over the age of 40.

37. Plaintiff was qualified for her position and was performing her job competently.

38. Her employment was terminated by Defendant.

39. Plaintiff's replacement was sufficiently younger than Plaintiff.

40. Plaintiff's replacement was less productive than Plaintiff, and of less value to Defendants than Plaintiff.

41. The reason for the termination of Plaintiff is discrimination based upon Plaintiff's age.

42. Any alleged legitimate non-discriminatory reasons offered by Defendants for the termination is a pretext for discrimination because of age.

43. The natural probative force of the evidence demonstrates retaliation and discrimination. Alternatively, a reasonable fact finder could choose to disbelieve any non-retaliatory and non-discriminatory reasons offered by Defendants because Plaintiff can demonstrate such weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions in Defendants' explanation that make it unworthy of belief.

G. Comparative Treatment of Similarly Situated Younger and Male Employees

44. Similarly situated younger and/or male employees were not treated similarly to Plaintiff.

(1) Denied Bonuses

45. On March 18, 2003, Brendan Gilmore told Plaintiff that she would not receive an annual bonus for 2002, contrary to previous indication.

46. Portfolio Administrator Maria Dunlop, a white female in her 20's, received a bonus for 2002.

47. All other team members less than 40 years old received a bonus for 2002.

(2) **Denied Support**

48. Defendants' management told Plaintiff not to ask Maria Dunlop for help with her workload.

49. Younger employees were not treated similarly. Dunlop was allowed to ask Plaintiff for help with her workload.

50. Gilmore and Landis criticized Plaintiff for leaving a booklet for Dunlop to bind. However, Dunlop previously was not criticized for leaving approximately sixty scholarship checks for Plaintiff to assemble and mail to awardees.

(3) **Less Vacation Time**

51. In April of 2003, Plaintiff requested two consecutive weeks of her earned and accrued vacation time. Gilmore denied her request. As a result, Defendants allowed Plaintiff only six days of vacation beginning on May 2, 2003.

52. Younger employees were not treated similarly. In late May of 2003, Gilmore allowed Maria Dunlop seven days of vacation.

H. Comparative Treatment of Similarly Situated Older and Female Employees

53. Other employees age 40 or older have been discharged, forced to resign, or disciplined by Defendants and its agents because of their age and include the following:

a. On March 6, 2002, at the direction of Gilmore, Becker and Landis discharged Kathleen Agne, a white female then age 49, after more than 23 years of service. No explanation was given to Plaintiff for her discharge.

b. Gilmore gave Senior Trust Officer Robert Bell, a white male, an overwhelming book of business and forced him to retire at age 62.

c. Gilmore forced Vice President Martha Fetters to resign at age 43.

d. Gilmore forced Assistant Vice President and Administrative Officer Linda Squier, a white female, to resign in early 40's, after more than fifteen years of service to Defendant.

e. Defendant also issued a Corrective Action to Francis Smith, a white female age 61, demoted her to Administrative Officer, and forced her to resign in approximately September of 2003.

I. Circumstantial and Direct Evidence of Age Bias

54. Plaintiff was Defendants' oldest Portfolio Administrator in Delaware.

55. In fact, Plaintiff was the oldest employee on Brendan Gilmore's Team.

56. All employees hired by Gilmore were under the age of 40, including the following:

- a. Investment Officer Bill Becker, a white male in his late 30's,
- b. Investment Assistant Dan Merlino, a white male in his early 30's.
- c. Assistant Maria Dunlop, a white female in her 20's, and
- d. Investment Officer Kristy Hunt, a white female in her 30's.

57. Many older employees previously had retired or left Defendants' employ. Because Plaintiff was the oldest employee on his team who had not retired or left Mellon, Gilmore called her "a survivor."

58. Defendant violated its work rules in terminating Plaintiff's employment, including its EEO policies against age and sex discrimination and retaliation.

J. Distinct Lack of Employee Criticism in Evaluations and Written Discipline

59. Prior to December of 2002, Plaintiff never received an unfavorable performance evaluation from Defendant.

60. From approximately February 14, 1990, to May 19, 2003, Plaintiff never received a demotion, suspension, written reprimand, or any other form of written discipline from Defendant.

61. There is a distinct lack of employee criticism in Plaintiff's personnel file.

K. Plaintiff's Losses and Injuries

62. Plaintiff's wage package was approximately \$39,800 per year plus a 401(k) plan; health, dental, vision, long term disability, accidental death and dismemberment, and life insurance coverage; and other benefits.

63. As a direct and proximate result of the actions of Defendants and its agents, Plaintiff is suffering lost wages, earnings, incentives, and bonuses; lost or reduced 401(k) plan benefits, lost health, dental, vision, long term disability, accidental death and dismemberment, and life insurance coverage; and other benefits; decreased employment and earning opportunities; losses incurred as a result of being forced to sell her house; emotional pain, suffering, anger, disappointment, inconvenience, mental anguish, loss of enjoyment of life, mental and physical pain, physical injury, anguish, humiliation, embarrassment, injury to reputation; and other pecuniary and non-pecuniary losses and injuries.

IV. ALLEGATIONS REGARDING DEFENDANTS' CONDUCT

64. The reason for the difference in treatment between Plaintiff and younger employees is discrimination because of age.

65. The reason for the difference in treatment between Plaintiff and male employees is discrimination because of sex.

66. The actions of the Defendants were deliberately, intentionally, willfully, purposefully, and knowingly done in violation of federally protected rights. Defendants either knew or showed a negligent or reckless disregard for the matter of whether their conduct violated federal rights. Their actions were outrageous and taken with evil or improper motive, in bad faith, out of personal animus, or motivated by bias and without any reasonable grounds to support them. Their actions were wanton and malicious or taken with reckless indifference to federally protected rights.

V. CLAIMS

COUNT I

(DISCHARGE - CIRCUMSTANTIAL EVIDENCE ADEA and 19 DEL. C. § 711(a)(1) - AGE)

67. Plaintiff repeats and realleges ¶¶ 1 - 66 set out above.

68. Plaintiff was qualified to do the job of Portfolio Administrator. Plaintiff suffered an adverse action when Defendants discharged her.

69. The reason Defendants discharged Plaintiff was her age.

70. Plaintiff was replaced by a less qualified younger employee.

71. Plaintiff's replacement was sufficiently younger than Plaintiff.

72. The sole, motivating or determinative reason for the discharge of Plaintiff was her age.

73. Any stated legitimate non-discriminatory reason offered by the Defendants for their actions is a pretext for intentional discrimination based on age. Any reason offered by the Defendants is unworthy of credence because Plaintiff can demonstrate such weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions in the proffered legitimate reasons that a reasonable fact finder can rationally find them unworthy of credence and hence infer that the Defendants did not act for the asserted non-discriminatory reason.

74. Alternatively, Plaintiff can demonstrate pretext because the natural probative force of the evidence demonstrates discrimination.

75. Defendants cannot meet their burden of proving that they would have made the same decision to discharge Plaintiff regardless of age bias.

76. Plaintiff's statutory right to be free of age discrimination has been denied under the ADEA and 19 Del. C. § 711(a)(1) because she was discharged or otherwise discriminated against on the basis of her age.

COUNT II (TERMS AND CONDITIONS - ADEA and 19 DEL. C. § 711(a)(1) - AGE)

77. Plaintiff repeats and realleges paragraphs 1 - 76 set out above.

78. Because of her age, Plaintiff suffered intentional discrimination which was severe or pervasive, regular and continuous. This detrimentally affected her, and it would do so for a reasonable person of the same age in her position.

79. The totality of the circumstances proves the existence of a hostile or abusive working environment severe enough to affect the psychological stability of an older worker.

80. The acts identified herein were severe and pervasive, regular and continuous, and they created an intimidating, hostile, or offensive work environment.

81. Under all the circumstances, Plaintiff has been illegally discriminated against in terms and conditions of employment, and otherwise harassed, by a discriminatory, hostile, and abusive work environment which was created, approved, and tolerated by management because of age.

82. Plaintiffs' statutory right to be free of discrimination because of age has been denied under the ADEA and 19 Del. C. § 711(a)(1).

COUNT III (TERMS AND CONDITIONS - TITLE VII and 19 DEL. C. § 711(a)(1) - SEX)

83. Plaintiff repeats and realleges paragraphs 1 - 82 set out above.

84. Because of her sex, Plaintiff suffered intentional discrimination which was severe or pervasive, regular and continuous. This detrimentally affected her, and it would do so for a reasonable person of the same sex in her position.

85. The totality of the circumstances proves the existence of a hostile or abusive working environment severe enough to affect the psychological stability of a woman.

86. The acts identified herein were severe and pervasive, regular and continuous, and they created an intimidating, hostile, or offensive work environment.

87. Because of sex, Plaintiff suffered intentional discrimination which was severe or pervasive, regular, and continuous. This detrimentally affected her, and it would do so for a reasonable person of the same sex in her position. The totality of the circumstances proves the existence of a hostile or abusive working environment severe enough to affect the psychological stability of a female.

88. Under all the circumstances, Plaintiff has been illegally discriminated against in terms and conditions of employment, and otherwise harassed, by a discriminatory, hostile, and abusive work environment which was created, approved, and tolerated by management because of sex.

89. Plaintiffs' statutory right to be free of discrimination because of sex has been denied under Title VII and 19 Del. C. § 711(a)(1).

COUNT IV
(DISCHARGE IN RETALIATION FOR OPPOSING ILLEGAL PRACTICES
ADEA and 19 DEL. C. § 711(f)

90. Plaintiff repeats and realleges ¶¶ 1 - 89 set out above.

91. Plaintiff opposed practices made illegal by the ADEA.

92. Defendant retaliated against her for her opposition and terminated her employment.

93. There is a causal connection between Plaintiff's opposition and Defendants' retaliation.

94. Any non-retaliatory reason given by the Defendants is a pretext for retaliation.

95. Any stated legitimate non-retaliatory reason offered by the Defendants for their actions is a pretext for retaliation and intentional discrimination based on age. Any reason offered by the Defendants is unworthy of credence because Plaintiff can demonstrate such weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions in the proffered legitimate reasons that a reasonable fact finder can rationally find them unworthy of credence and hence infer that the Defendants did not act for the asserted non-retaliatory reason.

96. Alternatively, Plaintiff can demonstrate pretext because the natural probative force of all direct and circumstantial evidence establishes that it is more likely than not that a motivating or determinative cause of the adverse employment action was Plaintiff's age.

97. Plaintiff's rights were violated under ADEA, because she was discharged or otherwise discriminated against in retaliation for opposing illegal practices and on the basis of her age.

98. Plaintiffs' statutory right to be free of retaliation and age discrimination has been denied under the ADEA and 19 Del. C. § 711(f).

WHEREFORE, Plaintiff prays that the Court:

- (a) Enter judgment against all Defendants, jointly and severally.
- (b) Enter a declaratory judgment declaring the acts of the Defendants to be a violation of Plaintiff's statutory rights.

(c) Under the ADEA, Title VII, and 19 Del. C. § 715(1)c, enter a judgment against all Defendants, jointly and severally, for compensatory damages, including lost wages, earnings, incentives, and bonuses; lost or reduced 401(k) plan benefits, lost health, dental, vision, long term disability, accidental death and dismemberment, and life insurance coverage; and other benefits; decreased employment and earning opportunities; losses incurred as a result of being forced to sell her house; and other pecuniary losses.

(d) Under Title VII and 19 Del. C. § 715(1)c, enter a judgment against all Defendants, jointly and severally, for compensatory damages for emotional distress, humiliation, embarrassment, and injury to reputation.

(e) Under the ADEA, enter a judgment against all Defendants, jointly and severally, for statutory liquidated damages.

(f) Under Title VII and 19 Del. C. § 715(1)c, enter a judgment against all Defendants, jointly and severally, for punitive damages.

(g) Issue a mandatory injunction directing the Defendants to reinstate Plaintiff to the position of Portfolio Administrator or an equivalent position.


(h) Alternatively, issue a mandatory injunction requiring the Defendants to place Plaintiff in the next appropriate vacancy to which she normally would have progressed and been entitled but for the illegal discrimination and retaliation against her.

(i) Award front pay until Plaintiff can be reinstated or placed in a comparable or appropriate position.

- (j) Issue a permanent injunction requiring the Defendants to:
 - (i) Notify everyone who learned of Defendants' treatment of Plaintiff that their conduct was illegal,
 - (ii) Expunge Plaintiff's personnel files of any derogatory information relating to this matter,
- (k) Award Plaintiff costs, interest, and attorneys' fees for this suit.
- (l) Require such other and further relief as the Court deems just and proper under the circumstances.

THE NEUBERGER FIRM, P.A.
THOMAS S. NEUBERGER, ESQUIRE (#243)
STEPHEN J. NEUBERGER, ESQUIRE (#4440)
Two East Seventh Street, Suite 302
Wilmington, Delaware 19801
(302) 655-0582
TSN@NeubergerLaw.com
SJN@NeubergerLaw.com

LAW OFFICE OF JOHN M. LaROSA


JOHN M. LaROSA, ESQUIRE (#4275)
Two East 7th Street, Suite 302
Wilmington, Delaware 19801-3707
(302) 888-1290
JLR@LaRosaLaw.com

Dated: December 27, 2005

Attorneys for Plaintiff Linda J. Blozis

Attorney Files/John's Files/Client Files/Blozis/Pleadings/Complaint

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

LINDA J. BLOZIS

Plaintiff,

vs.

**MELLON TRUST OF DELAWARE,
NATIONAL ASSOCIATION; MELLON
BANK, NATIONAL ASSOCIATION;
MELLON FINANCIAL CORPORATION**

Defendants.

CIVIL ACTION NO. 05-891

**DEFENDANTS' ANSWER AND
AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT**

Defendants Mellon Trust of Delaware, National Association, Mellon Bank, National Association, and Mellon Financial Corporation ("Defendants"), by and through their undersigned counsel hereby Answers the Complaint of Plaintiff Linda J. Blozis ("Plaintiff") and asserts affirmative defenses as follows:

1. Defendants deny the allegations of Paragraph 1 of Plaintiff's Complaint, except admit only that Plaintiff purports to assert claims for age and sex discrimination and retaliation and is seeking damages and injunctive relief.

I. AS TO JURISDICTION AND VENUE

2. Paragraph 2 alleges conclusions of law for which no response is required. To the extent that Paragraph 2 contains factual allegations for which a response is required, those allegations are denied.

B019

3. Paragraph 3 alleges conclusions of law for which no response is required. To the extent that Paragraph 3 contains factual allegations for which a response is required, those allegations are denied.

4. Paragraph 4 alleges conclusions of law for which no response is required. To the extent that Paragraph 4 contains factual allegations for which a response is required, those allegations are denied.

5. Paragraph 5 alleges conclusions of law for which no response is required. To the extent that Paragraph 5 contains factual allegations for which a response is required, those allegations are denied.

6. Paragraph 6 alleges conclusions of law for which no response is required. To the extent that Paragraph 6 contains factual allegations for which a response is required, those allegations are denied.

II. AS TO THE PARTIES

7. Defendants deny the allegations contained in Paragraph 7 of the Plaintiff's Complaint, except admit that Plaintiff was employed by Mellon Trust of Delaware, National Association and are without knowledge or information sufficient to form a belief as to where Plaintiff resides.

8. Defendants deny the allegations contained in Paragraph 8 of the Plaintiff's Complaint, except admit that Plaintiff is a white female.

9. Paragraph 9 contains conclusions of law of which no response is required. To the extent that Paragraph 9 contains factual allegations, those allegations are denied.

B020

10. Paragraph 10 contains conclusions of law of which no response is required. To the extent that Paragraph 10 contains factual allegations, those allegations are denied.

11. Paragraph 11 contains conclusions of law of which no response is required. To the extent that Paragraph 11 contains factual allegations, those allegations are denied.

12. Paragraph 12 contains conclusions of law of which no response is required. To the extent that Paragraph 12 contains factual allegations, those allegations are denied.

III. AS TO FACTS GIVING RISE TO THE ACTION

A. AS TO EXCELLENT EMPLOYMENT HISTORY

13. Defendants deny the allegations contained in Paragraph 13 of Plaintiff's Complaint.

14. Defendants deny the allegations contained in Paragraph 14 of Plaintiff's Complaint.

15. Defendants deny the allegations contained in Paragraph 15 of Plaintiff's Complaint.

16. Defendants deny the allegations contained in Paragraph 16 of Plaintiff's Complaint.

17. Defendants deny the allegations contained in Paragraph 17 of Plaintiff's Complaint.

18. Defendants deny the allegations contained in Paragraph 18 of Plaintiff's Complaint.

B021

19. Defendants deny the allegations contained in Paragraph 19 of Plaintiff's Complaint.

20. Defendants deny the allegations contained in Paragraph 20 of Plaintiff's Complaint.

21. Defendants deny the allegations contained in Paragraph 21 of Plaintiff's Complaint.

B. AS TO INCREASED RESPONSIBILITIES AND NEGATIVE EVALUATION

22. Defendants deny the allegations contained in Paragraph 22 of Plaintiff's Complaint.

23. Defendants deny the allegations contained in Paragraph 23 of Plaintiff's Complaint.

24. Defendants deny the allegations contained in Paragraph 24 of Plaintiff's Complaint.

C. AS TO ORAL REPRIMAND, INTERNAL COMPLAINT OF AGE DISCRIMINATION AND DISCIPLINE

25. Defendants deny the allegations contained in Paragraph 25 of Plaintiff's Complaint.

26. Defendants deny the allegations contained in Paragraph 26 of Plaintiff's Complaint.

27. Defendants deny the allegations contained in Paragraph 27 of Plaintiff's Complaint, except admit that Plaintiff complained to Rosemary Thomas concerning Mr. Gilmore on or about May 2, 2003.

28. Defendants deny the allegations contained in Paragraph 28 of Plaintiff's Complaint.

B022

29. Defendants deny the allegations contained in Paragraph 29 of Plaintiff's Complaint, except admit that Mr. Gregg Landis along with human resources gave Plaintiff a final written warning for performance.

D. AS TO DISCHARGE AND REPLACEMENT

30. Defendants deny the allegations contained in Paragraph 30 of Plaintiff's Complaint.

31. Defendants deny the allegations contained in Paragraph 31 of Plaintiff's Complaint, except admit that Landis met with Plaintiff on July 14, 2003.

32. Defendants deny the allegations contained in Paragraph 32 of Plaintiff's Complaint, except admit that Landis and Plaintiff met in a conference room, that Rosemary Thomas was present via conference call, and that Plaintiff's employment was terminated because of her performance.

33. Defendants deny the allegations contained in Paragraph 33 of Plaintiff's Complaint, except admit that Plaintiff was asked to return certain items.

34. Paragraph 34 contains conclusions of law to which no response is required. To the extent that Paragraph 34 contains factual allegations for which a response is required, Defendants deny the allegations.

E. AS TO STATED REASON

35. Defendants deny the allegations contained in Paragraph 35 of Plaintiff's Complaint.

F. As to Plaintiff's Prima Facie And Pretext Case

36. Defendants admit the allegations contained in Paragraph 36 of Plaintiff's Complaint.

B023

37. Defendants deny the allegations contained in Paragraph 37 of Plaintiff's Complaint.

38. Defendants deny the allegations contained in Paragraph 38 of Plaintiff's Complaint, except admit that Plaintiff's employment with Mellon Trust of Delaware, National Association was terminated.

39. Paragraph 39 of Plaintiff's Complaint contains conclusions of law to which no response is required. To the extent that Paragraph 39 contains factual allegations, those allegations are denied.

40. Paragraph 40 of Plaintiff's Complaint contains conclusions of law for which no response is required. To the extent Paragraph 40 contains factual allegations, those allegations are denied.

41. Defendants deny the allegations contained in Paragraph 41 of Plaintiff's Complaint.

42. Defendants deny the allegations contained in Paragraph 42 of Plaintiff's Complaint.

43. Defendants deny the allegations contained in Paragraph 43 of Plaintiff's Complaint.

G. AS TO COMPARATIVE TREATMENT OF SIMILARLY SITUATED YOUNGER AND MALE EMPLOYEES

44. Defendants deny the allegations contained in Paragraph 44 of Plaintiff's Complaint.

(1) AS TO DENIED BONUSES

45. Defendants deny the allegations contained in Paragraph 45 of Plaintiff's Complaint.

B024

46. Defendants deny the allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. Defendants deny the allegations contained in Paragraph 47 of Plaintiff's Complaint.

(2) AS TO DENIED SUPPORT

48. Defendants deny the allegations contained in Paragraph 48 of Plaintiff's Complaint.

49. Defendants deny the allegations contained in Paragraph 49 of Plaintiff's Complaint.

50. Defendants deny the allegations contained in Paragraph 50 of Plaintiff's Complaint.

(3) AS TO LESS VACATION TIME

51. Defendants deny the allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. Defendants deny the allegations contained in Paragraph 52 of Plaintiff's Complaint.

H. AS TO COMPARATIVE TREATMENT OF SIMILARLY SITUATED OLDER AND FEMALE EMPLOYEES

53. Defendants deny the allegations contained in Paragraph 53 of Plaintiff's Complaint.

53 (a). Defendants deny the allegations contained in Paragraph 53(a) of Plaintiff's Complaint.

53 (b) Defendants deny the allegations contained in Paragraph 53(b) of Plaintiff's Complaint.

B025

53 (c) Defendants deny the allegations contained in Paragraph 53(c) of Plaintiff's Complaint.

53 (d) Defendants deny the allegations contained in Paragraph 53(d) of Plaintiff's Complaint.

53 (e) Defendants deny the allegations contained in Paragraph 53(e) of Plaintiff's Complaint.

I. **AS TO CIRCUMSTANTIAL AND DIRECT EVIDENCE OF AGE BIAS**

54. Defendants deny the allegations contained in Paragraph 54 of Plaintiff's Complaint.

55. Defendants deny the allegations contained in Paragraph 55 of Plaintiff's Complaint.

56. Defendants deny the allegations contained in Paragraph 56 of Plaintiff's Complaint.

56 (a) Defendants deny the allegations contained in Paragraph 56(a) of Plaintiff's Complaint.

56 (b) Defendants deny the allegations contained in Paragraph 56(b) of Plaintiff's Complaint.

56 (c) Defendants deny the allegations contained in Paragraph 56(c) of Plaintiff's Complaint.

56 (d) Defendants deny the allegations contained in Paragraph 56(d) of Plaintiff's Complaint.

57. Defendants deny the allegations contained in Paragraph 57 of Plaintiff's Complaint.

B026

58. Defendants deny the allegations contained in Paragraph 58 of Plaintiff's Complaint.

**J. AS TO DISTINCT LACK OF EMPLOYEE CRITICISM
IN EVALUATIONS AND WRITTEN DISCIPLINE**

59. Defendants deny the allegations contained in Paragraph 59 of Plaintiff's Complaint.

60. Defendants deny the allegations contained in Paragraph 60 of Plaintiff's Complaint.

61. Defendants deny the allegations contained in Paragraph 61 of Plaintiff's Complaint.

K. AS TO PLAINTIFF'S LOSSES AND INJURIES

62. Defendants deny the allegations contained in Paragraph 62 of Plaintiff's Complaint.

63. Defendants deny the allegations contained in Paragraph 63 of Plaintiff's Complaint.

IV. AS TO ALLEGATIONS REGARDING DEFENDANTS' CONDUCT

64. Defendants deny the allegations contained in Paragraph 64 of Plaintiff's Complaint.

65. Defendants deny the allegations contained in Paragraph 65 of Plaintiff's Complaint.

66. Defendants deny the allegations contained in Paragraph 66 of Plaintiff's Complaint.

B027

V. AS TO CLAIMS
COUNT I
(DISCHARGE – CIRCUMSTANTIAL EVIDENCE
ADEA AND 19 DEL. C. § 711(a)(1)-AGE

67. Defendants repeat their answers to the allegations contained in Paragraph 1-66 of Plaintiff's Complaint as if set forth at length herein.

68. Defendants deny the allegations contained in Paragraph 68 of Plaintiff's Complaint.

69. Defendants deny the allegations contained in Paragraph 69 of Plaintiff's Complaint.

70. Defendants deny the allegations contained in Paragraph 70 of Plaintiff's Complaint.

71. Defendants deny the allegations contained in Paragraph 71 of Plaintiff's Complaint.

72. Defendants deny the allegations contained in Paragraph 72 of Plaintiff's Complaint.

73. Defendants deny the allegations contained in Paragraph 73 of Plaintiff's Complaint.

74. Defendants deny the allegations contained in Paragraph 74 of Plaintiff's Complaint.

75. Defendants deny the allegations contained in Paragraph 75 of Plaintiff's Complaint.

76. Defendants deny the allegations contained in Paragraph 76 of Plaintiff's Complaint.

B028

**AS TO COUNT II (TERMS AND CONDITIONS – ADEA
AND 19 DEL. C. § 711(a)(1)-AGE)**

77. Defendants repeat their answers to the allegations contained in Paragraph 1-76 of Plaintiff's Complaint as if set forth at length herein.

78. Defendants deny the allegations contained in Paragraph 78 of Plaintiff's Complaint.

79. Defendants deny the allegations contained in Paragraph 79 of Plaintiff's Complaint.

80. Defendants deny the allegations contained in Paragraph 80 of Plaintiff's Complaint.

81. Defendants deny the allegations contained in Paragraph 81 of Plaintiff's Complaint.

82. Defendants deny the allegations contained in Paragraph 82 of Plaintiff's Complaint.

**AS TO COUNT III (TERMS AND CONDITIONS – TITLE VII
AND 19 DEL. C. § 711(a)(1) – SEX)**

83. Defendants repeat their answers to the allegations contained in Paragraph 1-82 of Plaintiff's Complaint as if set forth at length herein.

84. Defendants deny the allegations contained in Paragraph 84 of Plaintiff's Complaint.

85. Defendants deny the allegations contained in Paragraph 85 of Plaintiff's Complaint.

86. Defendants deny the allegations contained in Paragraph 86 of Plaintiff's Complaint.

B029

87. Defendants deny the allegations contained in Paragraph 87 of Plaintiff's Complaint.

88. Defendants deny the allegations contained in Paragraph 88 of Plaintiff's Complaint.

89. Defendants deny the allegations contained in Paragraph 89 of Plaintiff's Complaint.

**AS TO COUNT IV (DISCHARGE IN RETALIATION FOR
OPPOSING ILLEGAL PRACTICES ADEA AND 19. DEL. C. § 711(f))**

90. Defendants repeat their answers to the allegations contained in Paragraph 1-89 of Plaintiff's Complaint as if set forth at length herein.

91. Defendants deny the allegations contained in Paragraph 91 of Plaintiff's Complaint.

92. Defendants deny the allegations contained in Paragraph 92 -two of Plaintiff's Complaint.

93. Defendants deny the allegations contained in Paragraph 93 of Plaintiff's Complaint.

94. Defendants deny the allegations contained in Paragraph 94 of Plaintiff's Complaint.

95. Defendants deny the allegations contained in Paragraph 95 of Plaintiff's Complaint.

96. Defendants deny the allegations contained in Paragraph 96 of Plaintiff's Complaint.

97. Defendants deny the allegations contained in Paragraph 97 of Plaintiff's Complaint.

B030

98. Defendants deny the allegations contained in Paragraph 98 of Plaintiff's Complaint.

WHEREFORE, Defendants deny that Plaintiff is entitled to any of the relief demanded in her Complaint and respectfully requests that the Court enter judgment in Defendants' favor and against Plaintiff, dismissing Plaintiff's Complaint in its entirety and with prejudice, and awarding Defendants' attorneys' fees, costs and such other and further relief as the Court deems equitable and just.

AFFIRMATIVE DEFENSES

By way of further Answer to Plaintiff's Complaint, Defendants set forth the following affirmative Defenses to Plaintiff's claims:

FIRST AFFIRMATIVE DEFENSE

Plaintiff's allegations fail, in whole or in part, to state any claim against Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited, in whole or in part, by Plaintiff's failure to mitigate her alleged damages.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited by the Doctrine of Unclean Hands.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited by the Doctrine of Estoppel.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited by the Doctrine of Laches.

B031

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited by the Doctrine of Waiver.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff does not have any statutory or other basis for recovering attorneys' fees, costs of suit, injunctive relief or damages in this action.

EIGHTH AFFIRMATIVE DEFENSE

The injuries for which Plaintiff seeks compensation are or may be barred by the exclusivity provision of the Delaware Worker's Compensation Act.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are or may be barred, in whole or in part, by her failure to timely invoke or exhaust her mandatory administrative or contractual remedies.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited, in whole or in part, by her failure to have invoked an internal complaint or grievance mechanism, the existence of which was both known and available to Plaintiff.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited, in whole or in part, because any alleged conduct directed towards Plaintiff was engaged in or caused by a fellow servant, or by persons or entities over whom Defendants had no control, opportunity or authority to control, or by persons who acted outside of the scope of their employment with Defendants.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited, in whole or in part, by the applicable

statute of limitations and administrative time periods governing the claims asserted.

THIRTEENTH AFFIRMATIVE DEFENSE

Defendants exercised reasonable care to prevent and promptly correct any alleged discriminatory or harassing behavior, and Plaintiff unreasonably failed to take advantage of the preventative and/or corrective opportunities that Defendants provided or to avoid the harm otherwise.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims for damages are or may be barred or limited by the Doctrine of After-Acquired Evidence.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims for damages are barred by Defendants' good faith efforts to comply with the applicable anti-discrimination and harassment laws and the absence of any *respondeat superior* liability.

SIXTEENTH AFFIRMATIVE DEFENSE

All actions taken towards Plaintiff by Defendants were taken in good faith and were based upon reasonable, legitimate and non-discriminatory business reasons.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims should be dismissed because there is no causal connection between the events alleged in the Complaint and any damages that Plaintiff has allegedly suffered.

EIGHTEENTH AFFIRMATIVE DEFENSE

At all material times hereto, Defendants maintained an appropriate policy and program against harassment and an effective complaint procedure that was known and available to all employees. To the extent Plaintiff availed himself of the policy/program,

B033

Defendants took prompt, remedial action to correct any alleged harassing or discriminatory conduct.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, were caused, in whole or in part, by her own acts or omissions.

TWENTIETH AFFIRMATIVE DEFENSE

Not all of the named Defendants are Plaintiff's employer for purposes of maintaining this action.

TWENTY-FIRST AFFIRMATIVE DEFENSE

This Court does not have jurisdiction over Plaintiff's claims.

ADDITIONAL DEFENSES

Defendants hereby reserve the right to assert such other and further defenses to Plaintiff's Complaint as further investigation and discovery of the facts may warrant.

WHEREFORE, having fully Answered, Defendants respectfully request that Plaintiff take nothing by this cause and that Defendants be awarded its costs and attorneys' fees for having to defend against this suit, as well as such other and further relief that the Court deems equitable, proper and just.

Dated: February 24, 2006

Respectfully submitted,

REED SMITH LLP

By: /s/ John G. Harris
John G. Harris, Esq. (ID No. 4017)
1201 Market Street - Suite 1500
Wilmington, DE 19801
Telephone: (302) 778-7500
Facsimile: (302) 778-7575
E-mail: jharris@reedsmith.com

B034

Attorneys for Defendants
Mellon Trust of Delaware, National
Association, Mellon Bank, National
Association and Mellon Financial Corporation

OF COUNSEL:

John C. Unkovic, Esq.
435 Sixth Avenue
Pittsburgh, PA 15219

Stephanie Wilson, Esq.
Sherri A. Affrunti, Esq.
136 Main Street
Princeton, NJ 08540

B035

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LINDA J. BLOZIS

Plaintiff,

VS.

**MELLON TRUST OF DELAWARE,
NATIONAL ASSOCIATION; MELLON
BANK, NATIONAL ASSOCIATION;
MELLON FINANCIAL CORPORATION**

Defendants.

CIVIL ACTION NO. 05-891

**DEFENDANTS' RESPONSES AND
OBJECTIONS TO PLAINTIFF'S FIRST
SET OF INTERROGATORIES
DIRECTED TO DEFENDANTS**

To: John M. LaRosa, Esq.
Two East 7th Street, Suite 302
Wilmington, DE 19801-3707

Defendants Mellon Trust of Delaware, National Association, Mellon Bank, National Association and Mellon Financial Corporation by its attorneys, Reed Smith LLP, hereby respond to Plaintiff's First Set of Interrogatories. The responses set forth herein are made subject to and without waiving the following General Objections.

GENERAL OBJECTIONS

1. Defendants object to each interrogatory propounded by plaintiff to the extent each seeks information protected by the attorney-client privilege or the attorney work product doctrine. Defendants further object to each interrogatory to the extent it seeks to impose obligations on defendants beyond those required by the Court Rules. Defendants also object to each interrogatory to the extent each purports to require identification or production of documents prepared subsequent to the institution of this lawsuit or in anticipation of litigation.

B036

2. Defendants object to each interrogatory in so far as it seeks information beyond the temporal scope of discovery appropriate to this case, on the grounds that such requests are overly broad, unduly burdensome and seek information that is neither relevant to this case nor reasonably calculated to lead to the discovery of admissible evidence.

3. The inadvertent production of a document or information that is protected by the attorney-client privilege, attorney work product doctrine, or any other privilege, will not waive defendants' right to assert such privilege. Defendants also retain the right to retrieve documents or information inadvertently produced, including copies made of said documents, if any, which are deemed to be protected by any such privilege.

4. Defendants object to each interrogatory insofar as they make the legal conclusion that all three corporate defendants were Plaintiff's employer for purposes of her allegations.

5. Defendants reserve the right to amend and supplement these responses as additional information or documents may warrant.

**SPECIFIC RESPONSES AND OBJECTIONS
TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

1. Identify by name, date of birth, sex and title the individual(s) with whom Defendants replaced Plaintiff as Portfolio Administrator in 2003 or 2004.

RESPONSE:

Defendants object to this Interrogatory on the grounds that it requires them to make a legal determination of who constitutes a "replace[ment]" for Plaintiff's position, and, as such, the interrogatory is improperly directed at Defendants. Defendants object further on the grounds that the Interrogatory as written is

B037

vague and ambiguous. Subject to and without waiving the foregoing objections, Defendants answer as follows: Laura Shannon (F/DOB 1/24/69).

2. Identify by name, date of birth, and job site all Portfolio Administrators who Defendants hired in 2003 and 2004.

RESPONSE:

Defendants object to this Interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiver of the foregoing objections, Defendants answer as follows: In the Delaware office, Ms. Laura Shannon (DOB 1/24/69) was hired in 2003.

3. Identify by name, date of birth, sex, and title all individuals on Brendan Gilmore's team who received bonuses for 2002 and 2003, and the amounts received.

RESPONSE:

Defendants object to this Interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiver of the foregoing objections, Defendants answer as

B038

follows: In the Delaware office, the Portfolio Administrators who received bonuses in 2002 were Plaintiff and Maria Dunlop. In 2002, Ms. Dunlop and Plaintiff received \$2,000.00. In 2003, Ms. Dunlop received \$4,143.00.

4. Identify by name, date of birth, sex and title all individuals on Brendan Gilmore's team who took authorized vacation day(s) in 2003, and the date(s) thereof.

RESPONSE:

Defendants object to this Interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is irrelevant and not reasonably calculated to lend to the discovery of admissible evidence at trial.

5. Identify by name, sex and date of birth all of Defendant's Portfolio Administrators working in Delaware in 2002 and/or 2003.

RESPONSE:

Plaintiff, Maria Dunlop (D/O/B 2/14/75), Kathy Agne (D/O/B 4/17/52), Laura Shannon (D/O/B 1/24/69).

6. Identify by name, title, sex and date of birth all employees on Brendan Gilmore's Team in 2002 and/or 2003.

RESPONSE:

B039

Defendants object to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information that is irrelevant and not reasonably calculated to lead to discovery of admissible evidence at trial. Subject to and without waiver of the foregoing, Defendants answer as follows: see Defendants' answers and objections to Request No. 5.

7. Identify by name, title, sex and date of birth all employees hired by Brendan Gilmore from 2002 to the present.

RESPONSE:

Defendants object to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiver of the foregoing, Defendants answer as follows: Laura Shannon was hired in 2003 for a Portfolio Administrator position in Delaware.

8. Identify the dates of birth of Investment Officer Bill Becker, Investment Assistant Dan Merlino, Maria Dunlop and Investment Officer Kristy Hunt.

RESPONSE:

B040

Defendants object to this Interrogatory on the grounds that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiver of the foregoing, Mr. Becker's date of birth is October 28, 1966; Ms. Dunlop's date of birth is February 24, 1975.

9. Identify the date of birth of Kathleen Agne and the state reason for her discharge.

RESPONSE:

Defendants object to this Interrogatory on the grounds that it is overly broad, seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence at trial. Defendants object further to this Request on the grounds that it seeks confidential personnel information of a non-party. See answer to Request No. 5 for Ms. Agne's date of birth.

10. Identify the date of birth of Francis Smith and the stated reasons for her Corrective Action and demotion to Administrative Officer.

RESPONSE:

See Defendants' objections to Interrogatory No. 9.

B041

11. Identify the dates of birth and dates of resignation or retirement of Senior Trust Officer Robert Bell, Vice President Martha Feters, Assistant Vice President, and Administrative Officer Linda Squier.

RESPONSE:

See Defendants' objections to Interrogatory No. 9.

12. Identify all documents, including all electronic documents or e-mail, that refer or relate to either Plaintiff or the individual(s) listed in response to Interrogatory Nos. 1 and 2, and that were created by, sent to, or used by Defendants in making any decisions a) to issue Plaintiff a Final Written Warning, b) to terminate Plaintiff's employment, c) to hire and/or assign any employee under age 40 to Brendan Gilmore's Team in 2003 or 2004.

RESPONSE:

Defendants object to this Interrogatory on the grounds that it is overly broad and, as written, is vague and ambiguous. Defendants object further to this Request on the grounds that it seeks documents that are irrelevant and not reasonably calculated to lead to the discovery of admissible evidence at trial. Moreover, Defendants object to this Request to the extent it seeks confidential personnel information of non-parties. Defendants object further to the form of this Interrogatory to the extent it presupposes that Defendants engaged in age discrimination or that there was a plan to hire individuals under 40 to Mr.

B042

Gilmore's team. There was no such plan. Subject to and without waiver of the foregoing, see Exhibits attached to Defendants' Responses and Objections to Plaintiff's First Request For Production of Documents.

13. Identify all persons who saw, heard, or in any other manner perceived or witnessed any of the facts upon which you base any defense to Plaintiff's claims or who have knowledge of any other event or fact which tends to prove any defense to Plaintiff's claims.

RESPONSE:

Defendants object to this Interrogatory to the extent it seeks information that is protected by the attorney work product privilege or attorney client privilege. Defendants object further to the request on the grounds that it is overly broad. Subject to and without waiver of the following, Defendants answer as follows: Plaintiff, Rosemary Thomas, William Becker, Gregg Landis, Tom Galante, and Brendan Gilmore. See also, Defendants' Rule 26 disclosures. Defendants state further that any individual identified in discovery may have such knowledge.

14. Identify each person who has been interviewed on your behalf or from whom an oral or written statement has been taken concerning the facts alleged in any pleading.

RESPONSE:

B043

Defendants object to this Request to the extent it seeks information that is protected by the attorney client privilege or attorney work product privilege.

15. Identify each person who has supplied information for the answers to each of these interrogatories and all requests for production of documents filed by Plaintiff specifically identifying each item for which he or she has supplied information.

RESPONSE:

Defendants object to this Interrogatory on the grounds that it is overly broad, unduly burdensome, seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence at trial. Moreover, Defendants object further to this Request to the extent it calls for information that is subject to the attorney client privilege or attorney work product privilege.

16. If there were ever any oral or written complaints, concerns, or problems relating to the satisfactory performance of any of the duties or responsibilities of Plaintiff during the course of her employment, identify the facts, witnesses, and documents supporting each complaint, concern, or problem.

RESPONSE:

B044

Defendants object to this interrogatory on the grounds that it is overly broad and unduly burdensome. Subject to and without waiving any of the foregoing objections, see Exhibits attached to Defendants' Responses and Objections to Plaintiff's First Request For Production of Documents.

17. If there were ever any oral or written complaints relative to the satisfactory performance of any of the duties and responsibilities of Plaintiff, Maria Dunlop, or any of the individual(s) listed in response to Interrogatory Nos. 1 and 2 during the course of their employment, identify the facts, witnesses, and documents supporting each complaint, concern, or problem.

RESPONSE:

See Defendants' answers and objections to Interrogatory Requests Nos. 1, 2, and 16. Defendants state further that Maria Dunlop's and Laura Shannon's job performance was satisfactory.

18. Identify Maria Dunlop's date of birth and job title in 2003.

RESPONSE:

Maria Dunlop's date of birth is 2/14/75 and job title in 2003 was Portfolio Administrator.

B045

19. For each affirmative defense or Rule 12(b) defense raised in your Answer, state, individually for each such defense, all facts supporting it, the names and present or last known addresses of all persons having knowledge of any such facts, and the description or designation of each document, as defined in Rule 34(a), which in any way records or refers to any such facts.

RESPONSE:

Defendants object to this Interrogatory to the extent it seeks information that is protected by the Attorney client privilege or attorney work product privilege. Defendants object further to this Request on the grounds that discovery is still ongoing. Moreover, Defendants object to this Request on the grounds that it is overly broad and unduly burdensome. Subject to and without waiving the foregoing, Defendants answer as follows: See Defendants' answers to Interrogatory Requests Nos. 12, 13, and 16. Defendants state further that Plaintiff's employment was terminated for legitimate and non-discriminatory and non-retaliatory reasons. Plaintiff was given ample opportunity to improve her performance, but failed to do so to Defendants' satisfaction. Some of Plaintiff's allegations are time barred; Plaintiff refers to individuals in her Complaint who are not her comparators; Plaintiff has mitigated her damages by finding comparable employment. Plaintiff's claim of age discrimination was thoroughly investigated and there was no support for the claim.

20. Identify each person who has knowledge of the facts relating to the litigation or the facts alleged in the Complaint, the Answer, or any Rule 12(b) pleading,

B046

and in each instance, give the paragraphs of the Complaint, the Answer, or the Rule 12(b) pleading with respect to which that person has knowledge.

RESPONSE:

See Defendants' answer and objections for Interrogatory No. 13.

21. For each denial or partial denial found in your Answer, which denies in whole or in part any allegation of the Complaint, state all facts upon which said denial or partial denial is based, the names and last known addresses of all persons having knowledge of such facts, and the description or designation of each document, as defined in Rule 34(a), which in any way records or refers to such facts.

RESPONSE:

See Defendants' answer and objections to Interrogatory No. 19.


22. Identify each person whom you expect to call as an expert witness at trial, and state the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, a summary of the grounds for each opinion, and the dates of any reports relating thereto.

B047

RESPONSE:

Defendants have not retained an expert at this point. Should they decide to do so, they will timely supplement this Request.

Reed Smith LLP
1201 Market Street
Suite 1500
Wilmington, Delaware 19801
(302)778-7500

BY: 
Thad J. Bracegirdle

Attorneys for Defendants, Mellon
Trust of Delaware National
Association, Mellon Bank,
National Association And Mellon
Financial Corporation

Dated: December 14, 2006

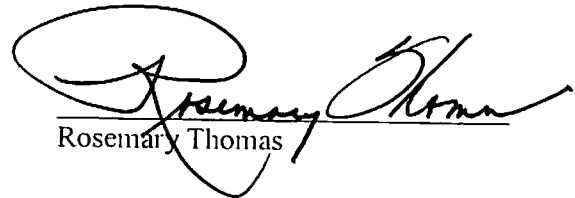
B048

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

Rosemary Thomas, being duly sworn, deposes and says, as the Senior
Human Resources Business Partner, Vice President:

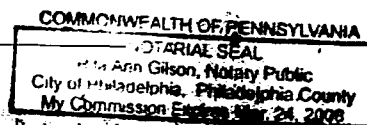
I have read the Objections and Responses to Plaintiff's First Set of
Interrogatories. The responses set forth therein are true to the best of my knowledge and
belief.


Rosemary Thomas

Sworn to and subscribed
before me this 11th day of December 2006


Notary Public

My Commission Expires: _____





In the Matter Of:

Blozis

v.

Mellon Trust of Delaware, et al.

C.A. # 05-891 (SLR)

Transcript of:

Linda J. Blozis

Volume # 1

July 26, 2006

Wilcox & Fetzer, Ltd.
Phone: 302-655-0477
Fax: 302-655-0497
Email: lhertzog@wilfet.com
Internet: www.wilfet.com

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v.
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VOLUME ONE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LINDA J. BLOZIS,)
)
Plaintiff,)
) Civil Action
v.) No. 05-891 (SLR)
)
MELLON TRUST OF DELAWARE,)
NATIONAL ASSOCIATION; MELLON)
BANK, NATIONAL ASSOCIATION;)
MELLON FINANCIAL CORPORATION,)
)
Defendants.)

Deposition of LINDA J. BLOZIS taken pursuant to notice at the Law Office of John M. LaRosa, Two East 7th Street, Suite 302, Wilmington, Delaware, beginning at 10:05 a.m., on Wednesday, July 26, 2006, before Kurt A. Fetzer, Registered Diplomat Reporter and Notary Public.

APPEARANCES:

JOHN M. LaROSA, ESQ.
LAW OFFICE OF JOHN M. LaROSA
Two East 7th Street - Suite 302
Wilmington, Delaware 19801
For the Plaintiff

STEPHANIE WILSON, ESQ.
REED SMITH LLP
Princeton Forrestal Village
136 Main Street - Suite 250
Princeton, New Jersey 08543-7839
For the Defendant

WILCOX & FETZER
1330 King Street - Wilmington, Delaware 19801
(302) 655-0477
www.wilfet.com

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Mellon Trust of Delaware, et al.
July 26, 2006

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1 LINDA J. BLOZIS,
2 the deponent herein, having first been
3 duly sworn on oath, was examined and
4 testified as follows:

5 EXAMINATION

6 BY MS. WILSON:

7 Q. Good morning, Ms. Blozis. My name is Stephanie
8 Wilson. I'm with the law firm of Reed Smith and we
9 have been retained by Mellon to represent it in the
10 lawsuit that you brought against it.

11 There are other attorneys that are also
12 working with me on this matter, but for now it's just
13 me.

14 Today we will be taking your deposition
15 which is a question and answer process and I'll be
16 asking you questions about allegations that you have
17 made in your complaint. And you have just been sworn
18 in, so your answers are under oath and although we're
19 in an informal setting in Mr. LaRosa's office, it
20 still has the same force and effect as if we were in a
21 more formal court setting.

22 If at any point you don't understand a
23 question that I'm asking of you, please let me know
24 and I will try to make the question clear so that you

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1 understand what I am asking you.

2 If you don't hear what I am asking you,
3 please say so and I will speak up.

4 If you don't say, "I don't understand the
5 question" or "I didn't hear the question" and you go
6 ahead and try to answer it, I will assume that you
7 have understood it and you heard it and that you're
8 answering accordingly.

9 If at any point in time you need to take a
10 break, please let me know. You can take a break.

11 If at any point Mr. LaRosa makes an
12 objection to a question I'm asking you, please don't
13 answer until Mr. LaRosa and I have worked out the
14 objection if we can and then he will direct you on how
15 to proceed with respect to that question.

16 Any questions of me so far?

17 A. No.

18 Q. Okay. Ms. Blozis, what is your date of birth?

19 A. December 10th, 1945.

20 Q. And, Ms. Blozis, have you ever had your
21 deposition taken before, what we're doing now?

22 A. Do you mean in this case?

23 Q. No. At any point in time?

24 A. No.

Blozis
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1 Q. And have you ever been a plaintiff before in a
2 lawsuit other than this one, by "plaintiff" bringing
3 an action?

4 A. No.

5 Q. Now, looking at your discovery information that
6 you produced to us, I saw that around I believe it was
7 1990 you were involved in a divorce proceeding?

8 A. Yes.

9 Q. Is that correct?

10 A. Yes.

11 Q. Were you the one petitioning the Court for it?

12 A. Yes.

13 Q. Did you have your deposition taken in
14 connection with that?

15 A. No.

16 Q. Was that the only time that you were married?

17 A. Yes.

18 Q. And you're single right now?

19 A. Yes.

20 Q. Ms. Blozis, other than your attorney, have you
21 spoken to anyone about your deposition today?

22 A. I don't understand what you mean by "anyone."

23 Q. Anyone being -- again, one of the caveats is
24 that you can't discuss conversations that you have

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1 spoken with your attorney about any issues.

2 But did you speak, for example, with any
3 Mellon employees, former or present Mellon employees
4 about your deposition?

5 A. No.

6 Q. That's what I meant by have you spoken to
7 anyone about your deposition.

8 Did you mention to anybody I have a
9 deposition coming up, I'm going to be going into
10 Delaware on such-and-such date?

11 A. And by "anybody" you mean?

12 Q. Anybody, other than your attorney.

13 A. My family.

14 Q. Okay. Other than family members?

15 A. One friend.

16 Q. Okay. Family members and friends?

17 A. One friend.

18 Q. Okay. But no one that either was employed by
19 Mellon at some point or presently employed by Mellon?

20 A. No.

21 MS. WILSON: Can you could mark this as
22 Blozis 1, please?

23 (Blozis Deposition Exhibit No. 1 was
24 marked for identification.)

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1 BY MS. WILSON:

2 Q. Ms. Blozis, I show you what's been marked as
3 Blozis 1 for identification. Have you seen that
4 document before? Take some time to look through it.

5 MR. LaROSA: Go ahead and flip through the
6 whole document.

7 A. (Reviewing document) Please repeat the
8 question.

9 MS. WILSON: Could you repeat the
10 question, please?

11 (The reporter read back the last
12 question.)

13 THE WITNESS: Yes.

14 BY MS. WILSON:

15 Q. And you have seen it before today?

16 A. Yes.

17 Q. And did you have an opportunity to review it
18 prior to today?

19 A. Yes.

20 Q. And are the allegations set forth in Blozis 1
21 true and accurate?

22 A. Yes.

23 Q. I'm going to be asking you about some of the
24 allegations in a few moments, but before we get into

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1 that I wanted to talk a bit about your employment with
2 Mellon.

3 You were first employed around the --
4 well, I guess you tell me. When did you start your
5 employment?

6 A. February 1990.

7 Q. And which Mellon entity were you employed by?

8 A. At that time Mellon Bank Delaware, N.A.

9 Q. And what was the physical location when you
10 started in 1990?

11 A. The building located at 10th and Market
12 Streets.

13 Q. Now, is that a different address from
14 Greenville Crossing?

15 A. Yes.

16 Q. It's different. Okay. When you started in
17 1990 what was your title?

18 A. At this time I recollect it was trust
19 secretary.

20 Q. And I take it that you assisted someone or you
21 were the assistant to someone as trust secretary?

22 A. Yes.

23 Q. And who was that?

24 A. I don't recall his name at this time.

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1 Q. That's fine.

2 Now, at some point in time your title
3 changed?

4 A. Yes.

5 Q. And what was the next position that you held?

6 A. To the best of my recollection, it changed from
7 trust secretary to trust assistant.

8 Q. Is that the same thing as senior trust
9 specialist?

10 A. The responsibilities evolved to that and the
11 company changed the title.

12 Q. And when -- and we will use your title for
13 purposes of this question when you say that your next
14 title after trust secretary was trust assistant.

15 Do you remember when that occurred?

16 A. To the best of my recollection, I believe
17 approximately 1994 and '95.

18 Q. Were you reporting to the same gentleman that
19 you were reporting to as trust secretary?

20 A. No.

21 Q. A different person?

22 A. Yes.

23 Q. Do you remember who it was?

24 A. Linda M. Squier.

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1 Q. Were you still at the 10th and Market address
2 at that point?

3 A. Yes.

4 Q. At what point did you change locations from
5 10th and Market?

6 A. To the best of my memory, we moved to
7 Greenville in 2001 or 2002.

8 Q. All right. And do you know why you moved?

9 A. I don't quite understand your question.

10 Q. Do you know what precipitated the move from the
11 10th and Market location to the Greenville location?

12 A. To the best of my knowledge, the company wanted
13 to place the private trust management offices closer
14 to a private banking location there.

15 Q. And what was the private banking location?

16 A. The private bank was located on the first floor
17 of Two Greenville Crossing.

18 Q. And you were located on another floor?

19 A. Yes.

20 Q. Now, with respect to the trust assistant
21 position that you held around the '95 time frame, was
22 there another position that you held after that?

23 A. I don't understand quite what you mean.

24 Q. Well, you didn't hold the trust assistant

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1 position throughout the term of your employment,
2 correct?

3 A. Are you referring to the title of the position?

4 Q. Yes.

5 A. The title changed.

6 Q. All right. And what was the next title change?

7 A. To the best of my recollection, it evolved to
8 trust specialist.

9 Q. At some point did your title change to
10 portfolio administrator?

11 A. Yes, it did.

12 Q. Is that different from trust specialist?

13 A. It's different words but basically the same
14 responsibilities.

15 Q. And do you remember when your title became
16 trust specialist?

17 A. To the best of my recollection, 1997 or '98.

18 Q. And as a trust specialist were you still
19 reporting to Linda Squier?

20 A. To the best of my recollection.

21 Q. And at some point you say -- let me just back
22 up.

23 With respect to your duties as a trust
24 specialist, can you describe what they were?

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1 A. As a trust specialist?

2 Q. Yes.

3 A. It was to assist the trust officers and
4 investment officers.

5 Q. And I believe you testified, Ms. Blozis, that
6 at the time that you were trust specialist you were
7 reporting to Linda Squier.

8 Were there any other individuals you were
9 reporting to?

10 A. To the best of my recollection, at that time
11 Mellon went to a more team concept.

12 Q. And does that mean there were people on a
13 particular team that you reported to or did
14 assignments for?

15 A. Yes.

16 Q. And did it have a name, the particular team?

17 A. Yes.

18 Q. And what was the team name?

19 A. It was the Delaware team under Brendan Gilmore.

20 Q. And that was according to my notes you believe
21 you started or your title changed to trust specialist
22 around the '97-98 time frame?

23 A. To the best of my recollection at this time.

24 Q. Is that when the team concept came into play?

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1 A. As best as I can remember, about the mid to,
2 midnineties to that time.

3 Q. And that team was headed up by Brendan Gilmore,
4 the Delaware team?

5 A. Yes.

6 Q. Now, with respect to your duties, you were in
7 private banking?

8 A. No.

9 Q. What was the name, what was the name of the
10 team?

11 A. As best as I recall at that time Mellon started
12 to call the trust teams private asset management
13 teams.

14 Q. Now, I want to get a sense of the Delaware team
15 and it appears based on your time frame that you were
16 still at the 10th and Market location around that time
17 that it went to the team concept.

18 Does that sound accurate?

19 A. That's your question?

20 Q. Yes.

21 A. Yes.

22 Q. I want to get a sense of who consisted of the
23 Delaware team. You obviously?

24 A. (The witness nodded.)

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1 Q. Who else was on the team?

2 A. At that time?

3 Q. Yes.

4 A. Bob, Robert H. Bell was the senior trust
5 officer. Linda Squier was a trust officer. Kathleen
6 Agne was an assistant and I was an assistant.

7 Q. And at the top would have been Brendan?

8 A. Top of?

9 Q. The top of, sort of the top of the team?

10 A. Those people reported to Brendan Gilmore.

11 Q. Do you know who Brendan Gilmore reported to
12 around the '97-98 time frame?

13 A. It would have been the senior regional officer
14 in Philadelphia.

15 Q. Do you know who that was?

16 A. At this time I don't recall the name.

17 Q. Was Brendan Gilmore's office at the 10th and
18 Market location?

19 A. No.

20 Q. Do you know where his office was?

21 A. At the Mellon building, office building in
22 Philadelphia on Market Street.

23 Q. You said, Ms. Blozis, that at some point in
24 time your title changed to portfolio administrator.

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1 Do you remember when that was?

2 A. To the best of my recollection, that changed in
3 the late nineties, '98 to '99.

4 Q. I believe you also testified that while your
5 title changed, your responsibilities didn't change
6 from that of trust specialist.

7 A. When are you referring to testifying?

8 Q. Around -- let's see. If you became portfolio
9 administrator around the late nineties and you believe
10 that you held the position of trust specialist around
11 the '97-98 time frame, I wanted to get a sense of
12 whether the portfolio administrator position carried
13 with it different responsibilities than the trust
14 specialist position.

15 A. It did.

16 Q. It did. Okay. And what was the difference?

17 A. The portfolio administrator in addition to
18 being a trust assistant also assisted the investment
19 officer at that time.

20 Q. Now, with respect to the portfolio
21 administrator position, you held that position until
22 the time you left Mellon. Is that correct?

23 A. I believe, to the best of my recollection, yes.
24 That was -- yes.

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1 Q. And you left Mellon in 2003?

2 A. Yes.

3 Q. Now, when you became a portfolio administrator
4 was that considered a promotion from trust specialist?

5 A. I don't understand what you mean by a
6 promotion.

7 Q. Well, was there an upgrade in I think it was
8 grades? Did you go from one grade to a higher grade?

9 A. To the best of my recollection, yes.

10 Q. Do you remember how it came about that you
11 became a portfolio administrator?

12 A. I don't understand what you mean.

13 Q. Did you have to apply for the position? Did
14 someone ask you if you would like to become a
15 portfolio administrator?

16 A. You asked two questions there.

17 Q. You said you didn't understand my question, so
18 I was trying to give you some examples of how to think
19 about the question. When I ask you how did it come
20 about, sometimes how it comes about is somebody asks
21 you if you want the position. Sometimes it comes
22 about you hear about it and you go to someone and say
23 I would like to have it.

24 When I am asking how it came about, those

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1 are some examples that might help you with the
2 question.

3 A. To the best of my memory, Mellon changed their
4 structuring, their job titles and the structuring.

5 Q. And as a result your job title changed?

6 A. Yes.

7 Q. With respect to the trust specialist position,
8 you identified a number of people that was on I guess
9 the private asset management team for Delaware and
10 those were Robert Bell, Linda Squier, Kathleen Agne
11 and yourself?

12 A. Is that your question?

13 Q. Yes.

14 A. Yes.

15 Q. And when you became portfolio administrator
16 around the 1999 time frame, was that still the team?

17 A. Not the complete team.

18 Q. In 1999 who consisted of the team?

19 A. Martha Feters was on that team, Mr. Bell,
20 Linda Squier, Kathleen, myself and there were members
21 in the Philadelphia office.

22 Q. When you say, "members in the Philadelphia
23 office," do you know who they were?

24 A. As I remember at this time, Kristy Hunt, Cindy

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1 Chambliss, Marion -- I don't remember Marion's last
2 name at this time. And I don't recall who else at
3 that time.

4 Q. Martha Feters, what was her title around the
5 1999 time frame?

6 A. To the best of my recollection, Martha was an
7 investment officer.

8 Q. Kristy Hunt, do you remember what her title was
9 around the 1999 time frame?

10 A. As I recall, she was an investment officer.

11 Q. And Cindy Chambliss?

12 A. Was assistant to Brendan Gilmore.

13 Q. And Marion?

14 A. Was a portfolio administrator.

15 Q. Now, you held the position of portfolio
16 administrator from approximately 1999 to 2003, so I
17 would take it that during that time the composition of
18 the groups changed, people leaving, people coming in.
19 Is that fair to say?

20 A. Yes.

21 Q. Over a four-year period.

22 Turning to just the period of time that
23 you held the title of portfolio administrator, did you
24 report -- my question is broad. It's from 1999 to

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1 2003.

2 Did you always report to Brendan Gilmore?

3 A. He was the team leader.

4 Q. And did you have a direct reporting
5 relationship with him?

6 A. No.

7 Q. Now, just drawing your attention to the period
8 of time that you held the portfolio administrator
9 position, who did you report to? If you want to start
10 by 1999.

11 A. Linda Squier, Martha Fетters, William Becker
12 and Greg Landis, to the best of my recollection.

13 Q. In 1999 what was William Becker's title?

14 A. As I remember, he was a vice president and an
15 investment officer.

16 Q. And Greg Landis?

17 A. Vice president - trust officer.

18 Q. Now, and these were the four individuals that
19 you had direct reporting obligations to, Linda,
20 Martha, William and Greg, in 1999?

21 A. Not all at the same time.

22 Q. When you say, "Not all at the same time," what
23 do you mean?

24 A. You said in 1999?

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1 Q. Yes.

2 A. To the best of my recollection, the reporting
3 went from Martha Feters to William Becker.

4 Q. Okay. In 1999?

5 A. To the best of my memory.

6 Q. That's fine. It's only to the best that you
7 can remember. It's good that you're saying to the
8 best of your memory that that's what occurred.

9 So in 1999 to the best of your
10 recollection you were initially reporting to Martha
11 Feters and then at some point in 1999 you began
12 reporting to William Becker?

13 A. To the best of my memory about the year, yes.

14 Q. Now, would it be fair to say that Martha would
15 give you assignments to do when you were reporting to
16 her? Did she, for example, say Linda, can you do Z, Y
17 and Z? Is that how it worked?

18 A. Yes.

19 Q. And then after you started reporting to
20 William, he was the one who would give you
21 assignments?

22 A. William Becker?

23 Q. Yes.

24 A. Yes.

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1 Q. And would he give you assignments for the
2 entire group or assignments for him? By that I mean
3 did he have a set group of clients that he worked for
4 and you, in turn, worked for those clients or were you
5 doing work for the entire group?

6 A. Predominantly I reported to Mr. Becker and the
7 portfolio of clients that we were responsible for
8 and...

9 Q. And how long did you report to William Becker?

10 A. To the best of my memory, for as long as
11 William Becker was the senior officer in Delaware
12 until he transferred to Philadelphia.

13 Q. Do you remember when he transferred?

14 A. As best I remember, Mr. Becker left the
15 Delaware offices and did work in Philadelphia about
16 between 2001 and 2002.

17 Q. When William Becker transferred to the
18 Philadelphia office, is that the point in time that
19 you started reporting to Greg Landis?

20 A. Reporting? How do you mean "reporting"?

21 Q. Reporting in the same sense of what you were
22 doing with William Becker, taking on or working with
23 his portfolio of clients.

24 A. Not exclusively to Greg Landis.

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1 Q. And who were the other people?

2 A. While Mr. Becker was in Philadelphia, there was
3 still reporting to him and jointly with Greg Landis
4 and supporting the team.

5 Q. And that was around approximately the 2001-2002
6 time frame?

7 A. What was approximately?

8 Q. That your reporting was to Greg Landis, William
9 Becker and to the team?

10 A. To the best of my memory, yes.

11 Q. Around 2001-2002 who -- when you say the team,
12 who consisted of the team?

13 A. The team meaning?

14 Q. Your term the team.

15 A. The team, the Delaware team. It was headed by
16 Brendan Gilmore. Cindy, Cindy Chambliss was his
17 assistant. As best I recall, William Becker was still
18 an investment officer. Marion, her last name I don't
19 recall.

20 Q. She was still in Philly?

21 A. Marion was in Philadelphia. Bruce Holmquist
22 was the investment officer in the D.C. area as part of
23 the Delaware team. Until her release, Kathleen Agne
24 was part of the team. I was part of the team. And at

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1 some point Maria Dunlop became part of the team.

2 Q. Now, around the 2001-2002 time frame you just
3 described what you recall as being the Delaware team.

4 Were there other portfolio managers part
5 of the Delaware team during 2001-2002 other than
6 yourself? For example, like I believe you had
7 testified at some point that Kathleen Agne was a
8 portfolio administrator.

9 A. Administrator.

10 Q. Did I say manager?

11 A. Yes.

12 Q. I meant administrator. Agne was a portfolio
13 administrator. Anybody else?

14 A. Myself, Marion and, as I recall, as I
15 recollect, Dan Merlino in Philadelphia.

16 Q. You recall him to be around 2001-2002 in the
17 Philadelphia office?

18 A. As best as I remember, yes.

19 Q. And he was a portfolio administrator, Dan
20 Merlino?

21 A. To the best of my recollection, yes.

22 Q. And Maria Dunlop, was she a portfolio
23 administrator?

24 A. When she was hired.

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1 Q. She came in as a portfolio administrator?

2 A. Yes.

3 Q. Now, at some point Kathleen Agne was no longer
4 working at Mellon. Is that right?

5 A. Yes.

6 Q. Do you remember when that was?

7 A. To the best of my memory, March of 2002.

8 Q. Do you remember when Maria Dunlop was hired?

9 A. To the best of my memory, July 2002.

10 Q. Was Maria hired as a result of Kathleen's
11 departure?

12 A. I don't understand your question.

13 Q. I gather when Kathleen left you were down one
14 portfolio administrator. It was just you in the
15 Delaware office?

16 A. Yes.

17 Q. And was Maria hired to bring you back up to the
18 complement of I guess two portfolio administrators in
19 the Delaware office?

20 A. I believe that was -- I'm not sure.

21 Q. Did you ever at any point in time work
22 physically in the Philadelphia office?

23 A. Work physically how do you mean?

24 Q. Go to the office on a meeting or work related.

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1 MR. LaROSA: You're not asking her about
2 physical work? You're asking her where she was
3 physically located?

4 MS. WILSON: Yes.

5 BY MS. WILSON:

6 Q. You went to the Philadelphia office, had an
7 office or conference area or meetings?

8 A. No. Only for meetings.

9 Q. Ms. Blozis, at the time that you left in 2003
10 did the Delaware team still consist of Brendan
11 Gilmore, Cindy Chambliss, William Becker, Marion,
12 Bruce Holmquist, Maria Dunlop, Dan Merlino?

13 A. No.

14 Q. How had it changed?

15 A. How do you mean how had it changed?

16 Q. When you said that it didn't have that same
17 composition, I assume that someone either left or
18 someone came in?

19 A. It changed.

20 Q. When I said how did it change, did someone
21 leave the team or someone came into the team?

22 A. To the best of my recollection, at the time
23 William Becker became a team leader at another team.

24 Q. Do you remember what team that he went to?

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1 A. To the best of my memory, he headed up his own
2 team in Philadelphia.

3 Q. And Greg Landis, he was a part of the team
4 around the 2002 time frame?

5 A. Which team?

6 Q. The Delaware team.

7 A. Yes.

8 Q. Ms. Blozis, at the time that you left Mellon --
9 and I have it here as being around July 19 of '03.

10 Does that sound right to you?

11 A. Yes.

12 Q. You were making 39,800 in terms of salary?

13 A. Yes.

14 Q. And at the time that you left were you covered
15 by a health plan?

16 A. At the time that I left?

17 Q. Right. Were you on any health plan, by that I
18 mean medical, dental, vision?

19 A. When I worked for Mellon I was under the health
20 plan they offered.

21 Q. And did that include vision, dental?

22 A. They offered that at that time.

23 Q. And that's what you took?

24 A. I had medical, dental and at this time I don't

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1 recall if I took advantage of the vision.

2 Q. Was there a co-pay? I'm thinking if we could
3 just hone in around the 2003 time frame.

4 A. Co-pay for?

5 Q. For your health. For example, did you have to
6 pay 20 percent and they paid 80?

7 A. Yes.

8 Q. Was it 20/80?

9 A. To the best of my memory now, yes.

10 Q. And did they have a 401(k) plan?

11 A. In 2003?

12 Q. Yes.

13 A. Yes.

14 Q. Were you a participant?

15 A. Yes.

16 Q. Do you remember what your level of contribution
17 was in 2003?

18 A. To the best of my memory now, I contributed
19 between 2 and 5 percent.

20 Q. And was there a match that the company made?

21 A. As I recall, yes.

22 Q. Do you remember what it was?

23 A. Not at this time.

24 Q. When you left Mellon around the July '03 time

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1 frame, did you roll over your 401(k) into another
2 plan?

3 A. No.

4 Q. Did you cash out your account?

5 A. No.

6 Q. It's still sitting with Mellon?

7 A. Yes.

8 Q. Do you remember how much you have in there?

9 A. Yes.

10 Q. How much?

11 A. I don't understand your question about the
12 amount of it at this time.

13 Q. As of 2003 usually you get statements of how
14 much you have in your account, your 401(k) account,
15 and my question was: When you left do you remember
16 how much you had in your account, your 401(k) account?

17 A. To the best of my memory at this time and the
18 conditions of the market at that time, approximately
19 twenty-six or \$27,000.

20 Q. Ms. Blozis, did Mr. Robert Bell ever supervise
21 you?

22 A. I don't understand what you mean by
23 "supervise."

24 Q. Well, did he ever give you work assignments?

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1 A. To the best of my memory in his capacity as
2 senior trust officer sitused at Delaware, yes,
3 occasionally.

4 Q. Did he ever complete any performance
5 evaluations of you?

6 A. Yes.

7 Q. Do you remember when he completed performance
8 evaluations of you?

9 A. As I recall, at periodic intervals in my
10 history with Mellon from 1990.

11 Q. When you say, "from 1990," was there a period
12 in the 1990's?

13 A. A period?

14 Q. When you say from the 1990's, are you saying
15 from the 1990's through the time that you left in 2003
16 or was it sometime in the 1990's?

17 A. While Mr. Becker was senior officer sitused in
18 Delaware, he conducted the reviews of those team
19 members there.

20 Q. When you said that Mr. Bell had also --

21 A. I'm sorry. Did I say Bell or Becker?

22 Q. You said Becker.

23 A. I meant to say Robert Bell.

24 Q. Okay.

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1 MS. WILSON: Could you back up, please,
2 with that when Ms. Blozis was answering the question
3 about Becker, please?

4 (The reporter read back as follows:

5 "Answer: While Mr. Becker was senior officer
6 sitused in Delaware, he conducted the reviews
7 of those team members there.")

8 BY MS. WILSON:

9 Q. Did you mean with respect to that answer
10 Mr. Bell?

11 A. Yes, I did.

12 Q. And with respect to Mr. Bell was there ever a
13 point where he filled out a paper review of you?

14 A. Yes.

15 Q. And do you remember the periods of time that he
16 filled out a paper review?

17 A. Reviews were scheduled yearly. They were not
18 always done yearly.

19 Q. Do you remember the years that Mr. Bell filled
20 out a paper review of you?

21 A. Not exactly at this time.

22 Q. At some point in time Mr. Bell left the
23 company?

24 A. Yes.

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1 Q. Do you remember when that was?

2 A. To the best of my memory, Mr. Bell was
3 transferred from Delaware to Philadelphia on the
4 Delaware team. And to the best of my memory, he left
5 Mellon in the early two hundreds -- 2000's.

6 Q. 2000's. You said he was transferred from
7 Delaware to Philadelphia at some point, Mr. Bell?

8 A. Yes.

9 Q. Do you remember when he was transferred?

10 A. To the best of my memory, the late 1990's.

11 Q. Do you know why he was transferred?

12 A. No.

13 Q. But after the transfer he remained a part of
14 the Delaware team, although he was in the Philadelphia
15 office?

16 A. Mr. Bell?

17 Q. Mr. Bell.

18 A. Yes.

19 Q. Do you know why Mr. Bell left the company?

20 A. To the best of my memory, he was forced to
21 resign.

22 Q. And who forced him to resign?

23 A. To the best of my memory, Brendan Gilmore.

24 Q. And how do you know that Brendan Gilmore forced

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1 Mr. Bell to resign?

2 A. Brendan Gilmore was the Delaware team leader.

3 Q. So are you making the assumption that because
4 Brendan was the Delaware team leader that he had had
5 something to do with Mr. Bell resigning?

6 A. Please repeat the question.

7 MS. WILSON: Can you repeat the question,
8 please?

9 (The reporter read back the last
10 question.)

11 THE WITNESS: It's not an assumption.

12 BY MS. WILSON:

13 Q. When you say it's not an assumption, how do you
14 know?

15 A. Members of the team understood pressures
16 Brendan Gilmore placed on Robert Bell.

17 Q. Now, did Mr. Bell ever tell you that
18 Mr. Gilmore had forced him to resign?

19 A. I don't understand your question.

20 Q. Well, did you have any conversations with
21 Mr. Bell in which he said, "Mr. Gilmore forced me to
22 resign"?

23 A. To the best of my memory, Mr. Bell did not use
24 your exact words.

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1 Q. Okay. What did he say?

2 A. To the best of my recollection, Mr. Bell felt
3 the workload was becoming unbearable.

4 Q. And those were the discussions that you and
5 Mr. Bell were having?

6 A. I don't understand what you mean by
7 "discussions."

8 Q. Well, you said that he didn't use those exact
9 words and I believe I had said that Mr. Gilmore had
10 forced him to resign and then you were saying that
11 Mr. Bell felt that the workload was becoming I think
12 unbearable.

13 My question was: Did Mr. Bell tell you
14 this?

15 A. To the best of my memory, he did not say that
16 directly. I don't recall his exact words.

17 Q. You don't recall it, but you do recall having
18 some conversations with Mr. Bell concerning his
19 workload?

20 A. Not specifically at this time.

21 Q. Do you remember having any discussions with
22 Mr. Bell about why Mr. Bell was resigning?

23 A. Not specifically at this time.

24 Q. When you say, "Not specifically at this time"

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1 what do you mean by that?

2 A. At this time I don't recall exact dates of
3 conversations regarding his resignation.

4 Q. Okay. You don't have to give me exact dates.
5 The substance.

6 A. Substantively Mr. Bell had worked for Mellon a
7 number of years, had been a senior officer, trust
8 officer for Mellon in Delaware from the time of my
9 initiation of employment until his transfer into
10 Philadelphia and at the time of his resignation.

11 Q. And those are the substance of conversations
12 that you had with Mr. Bell?

13 A. What was?

14 Q. What you just described.

15 A. I described his, I described his title and
16 position from when I first was employed until the time
17 he left and to the best of my recollection Mr. Bell's
18 employment, Mr. Bell's employment evolved to pressures
19 put on him to resign.

20 Q. Now, Ms. Blozis, did you ever have any
21 conversations with Mr. Bell in which he talked about
22 pressures to resign?

23 A. Not firsthandedly that I recall at this time.

24 Q. And was it Mr. Gilmore who was putting these

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1 pressures on Mr. Bell?

2 A. To the best of my knowledge at this time, yes.

3 Q. And why do you say it was Mr. Gilmore, to the
4 best of your knowledge?

5 A. Mr. Gilmore's reputation as a team leader
6 demonstrated that.

7 Q. What do you mean by that?

8 A. What do I mean by?

9 Q. When you say his reputation as a team leader
10 demonstrated that.

11 A. Mr. Gilmore was an extremely difficult
12 personality to work for.

13 Q. Is that what members of his team said about
14 him?

15 A. What members?

16 Q. When you say that, and I'm just paraphrasing my
17 notes of what you said, that Mr. Gilmore's reputation
18 as a team leader demonstrated, and I'm paraphrasing
19 now, that he was difficult to work for, so my
20 assumption was that people on his team were talking
21 and saying he's difficult. Am I wrong? I mean,
22 that's what I was gathering from your answer.

23 A. Yes.

24 Q. That was right, that people on the team were

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1 saying he's difficult to work for?

2 A. Yes.

3 Q. Okay. And who were the people who were saying
4 that he was difficult to work for?

5 A. To the best of my recollection, William Becker,
6 Greg Landis at any time they were team members,
7 Marion, Linda Squier, Martha Fетters, Scott Gilliland,
8 Ray Masucci, Bruce Holmquist.

9 Q. You mentioned a couple of names that I didn't
10 have before. Ray Masucci?

11 A. As I recall, Ray Masucci was an investment
12 officer on our team at some point in time in
13 Philadelphia.

14 Q. Now, did Mr. Bell ever tell you that he felt
15 that he was being forced to resign because of his age?

16 A. Not directly.

17 Q. When you say, "Not directly," what do you mean?
18 In terms of having a conversation and having said,
19 "Linda, I feel like I'm being pressured because of my
20 age"?

21 A. Mr. Bell was a man of great integrity. He
22 would never have made that comment directly to an
23 employee at my level.

24 Q. Did you feel that Mr. Bell was being forced to

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1 resign because of his age?

2 A. To the best of my recollection, yes.

3 Q. Why did you believe that?

4 A. I believe Brendan Gilmore wanted to eliminate
5 older members of the team and replace them with
6 younger people.

7 Q. Now, do you know Brendan Gilmore's age?

8 A. To the best of my memory -- do you mean at this
9 time?

10 Q. Yes.

11 A. To the best of my memory, Brendan Gilmore would
12 be between 55 and 58.

13 Q. Now, Ms. Blozis, you said that you feel that
14 Brendan Gilmore wanted to eliminate older workers of
15 the team and replace them with younger ones?

16 A. Yes.

17 Q. And that was in response to the question why do
18 you think that Mr. Bell's forced resignation was as a
19 result of age? Why do you say that Gilmore wanted to
20 eliminate the older workers of the team and replace
21 them with younger ones?

22 A. I don't understand the question.

23 Q. What do you base that on when you make the
24 statement that Gilmore wanted to eliminate older

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1 workers of the team and replace them with younger
2 ones?

3 A. I don't know why Brendan Gilmore wanted to
4 replace older members. I know that he replaced
5 Mr. Bell.

6 Correction: He put pressure on Mr. Bell
7 to resign. He put pressure on Linda Squier to resign.
8 He put pressure on Martha Feters to resign.

9 Q. When you say that Gilmore put pressure on Bell
10 to resign, how do you know that?

11 A. I know that from conversations with other
12 members of the team.

13 Q. And who were those conversations with?

14 A. Martha Feters, Linda Squier.

15 Q. And what did Martha Feters tell you?

16 A. At this time I cannot quote exactly.

17 Q. You don't have to give me the exact.

18 Abbreviated or whatever you can recall.

19 A. To the best of my recollection, Martha
20 indicated that Brendan Gilmore was overwhelming Robert
21 Bell with work that was unrealistic for any team
22 officer to do at that time.

23 Q. And those were the gist of the conversations
24 that you were having with Martha Feters about

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1 Mr. Bell?

2 A. Repeat that question, please.

3 Q. You were giving me I guess an overall summary
4 of the conversations that you were having with Martha
5 Fetters concerning Mr. Bell and why Martha felt that
6 Gilmore was trying to force Mr. Bell to resign and she
7 was saying that Gilmore was giving Bell an
8 overwhelming amount of work to do that was
9 unrealistic.

10 A. That was not the predominance of my
11 conversations with Martha Fetters regarding Bob Bell's
12 work.

13 Q. What was the predominance?

14 A. The predominance would include team work, team
15 responsibilities and would occasionally go towards the
16 fact of Mr. Bell's workload.

17 Q. I think I understand what you're saying,
18 Ms. Blozis, is that you would have conversations with
19 Martha Fetters about work-related issues and from time
20 to time there would be conversations about Bell and
21 his workload but that wouldn't be what you and she
22 would be discussing in terms of it wouldn't be
23 Mr. Bell all the time; it would be work that you had
24 to complete?

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1 A. Yes.

2 Q. That was a convoluted question, but I think you
3 understood what I meant because you had said the
4 predominance wasn't Mr. Bell and it sounded like the
5 predominance of the conversations that you and Martha
6 were having had to do with other work-related issues,
7 not having to do with Mr. Bell.

8 A. That's correct.

9 Q. Okay. But focusing on the conversations that
10 you were having about Mr. Bell and the perception that
11 he was being given a lot of work to do in order to
12 force him out, that was conversation, you and Martha
13 were having those conversations from time to time. Is
14 that right?

15 A. Yes.

16 Q. Did you ever have any conversations with
17 Gilmore about Mr. Bell receiving unrealistic work
18 assignments?

19 A. To the best of my memory, no.

20 Q. Did you ever have any conversations with
21 Mr. Gilmore about Mr. Bell's performance, job
22 performance at any time?

23 A. It wouldn't have been something Mr. Gilmore and
24 I would discuss.

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1 Q. Do you know what job assignments Mr. Gilmore
2 was giving Mr. Bell?

3 A. In the Mellon team structure of trust teams,
4 Mr. Bell would have been given specific duties as a
5 trust administrating officer.

6 Q. Do you know specifically what Gilmore was
7 giving Mr. Bell to do?

8 A. Mr. Bell was in the Philadelphia offices, so
9 specifically I would not know the exact job
10 responsibilities he was getting from Mr. Gilmore.

11 Q. Do you know, did you ever have any discussions
12 with Mr. Gilmore about the level of work that was
13 being given to Mr. Bell?

14 A. No.

15 Q. Did you ever have any discussions with Mr. Bell
16 about the level of work that he was being given by
17 Mr. Gilmore?

18 A. Specifically at this time I cannot recall exact
19 discussions with Mr. Bell.

20 Q. Now, when you say that you can't recall at this
21 time, are you saying, Ms. Blozis, that you may have
22 had the discussions and you don't remember sitting
23 here today or that you didn't have the discussions?

24 A. I'm not sure I understand what you mean by the

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1 word "discussion."

2 Q. Conversation, talking.

3 A. At this time I don't recall specific
4 conversations, other than when I may have seen
5 Mr. Bell in the Philadelphia offices at team meetings
6 and could read indications from him and see by the
7 work on his desk how much he was given versus other
8 officers.

9 Q. So it was by when you went to his office or at
10 the meetings in Philadelphia, what, he seemed
11 stressed?

12 A. Mr. Bell appeared to be stressed but had too
13 much panache to complain to coworkers.

14 Q. And you said you would see on his desk more
15 work than you would see on others' desks.

16 Do you remember when you said when you
17 went to the Philadelphia office and you would see more
18 work on his desk than others' desks?

19 A. Yes.

20 Q. Who are you comparing his I guess the height of
21 the documents or the work?

22 A. I would have seen trust files and work and
23 documents on Mr. Bell's desk.

24 Q. And you were comparing the size of his, the

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1 files and documents on his desk as to others?

2 A. As to others?

3 Q. When you said you went to Philadelphia and you
4 saw on his desk trust files and other documents, it
5 seemed like you were saying that he had more of it on
6 his desk to do than other people?

7 A. Yes.

8 Q. My question was: Who are the other people that
9 seemed to have less on their desk than Mr. Bell?

10 A. To the best of my recollection, the other trust
11 administrating officers at that time.

12 Q. When was the period of time where you would go
13 and you would make that observation about the amount
14 of work on Mr. Bell's desk?

15 A. As I remember, for the time period that
16 Mr. Bell was assigned to, was sitused in Philadelphia
17 as part of the team, of the Gilmore Delaware team.

18 Q. Did you ever ask Mr. Bell why it was that he
19 had more files and documents on his desk than the
20 other trust officers?

21 A. I don't recall asking Mr. Bell specifically
22 that question.

23 Q. But words to that effect?

24 A. Words to the effect?

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1 Q. That you seem to have more -- when you say you
2 don't recall specifically asking him that question, it
3 may not have been the specific question of "I see you
4 have more trust files and documents on your desk than
5 the other trust officers."

6 It may have been "Oh, I see that you seem,
7 you know, you have more work than the others" or what
8 I was getting at when you said not specifically, it
9 may not have been that specific question but it may
10 have been in the ballpark of that question.

11 A. In the ballpark of that question.

12 Q. What would it have been?

13 A. To the best of my memory, I may have made a
14 comment to Mr. Bell about his workload and what was
15 apparent to all team members to be his workload.

16 Q. Did Mr. Bell ever say that he felt that he was
17 given more work because of his age?

18 A. No.

19 Q. And Mr. Gilmore was the person that was
20 responsible for giving all the trust officers work, to
21 your knowledge?

22 A. To my knowledge, as team leader Brendan Gilmore
23 assigned the case loads to the individual trust
24 officers.

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1 Q. Before we were talking about others that
2 Mr. Gilmore had put pressure on and Mr. Bell was one
3 and Ms. Squier was another?

4 A. Is that your question?

5 Q. Yes.

6 A. Linda Squier was another.

7 Q. And why do you say that Mr. Gilmore put
8 pressure on Linda Squier to resign?

9 A. I was a witness to instances of those times
10 when Brendan Gilmore put pressure on Linda Squier.

11 Q. And what did you witness?

12 A. I witnessed Brendan Gilmore's unprofessional,
13 critical criticisms of how Linda Squier conducted her
14 work.

15 Q. And do you remember when you witnessed this?

16 A. Specifically not the dates.

17 Q. Years?

18 A. To the best of my memory, it would have been
19 the last year and a half that Linda Squier was
20 employed by Mellon.

21 Q. I take it you don't remember when she left
22 Mellon?

23 A. Not the exact date.

24 Q. Was it sometime in 2000, in the 2000's?

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1 A. To the best of my memory, it was before then,
2 the late 1990's.

3 Q. Before we talk about Linda Squier, do you
4 remember -- I want to close the loop on Bell.

5 You had said that you also had
6 conversations with Linda Squier about Bell's workload?

7 A. Yes.

8 Q. When did you have conversations with her?

9 A. I don't recall the exact dates.

10 Q. What was the substance of the conversations?

11 A. To the best of my recollection, on various
12 occasions Linda Squier would share information about
13 Robert Bell's workload.

14 Q. And what would she say about the workload?

15 A. To the best of my recollection, Linda strongly
16 intimated and stated that Mr. Bell was overloaded with
17 work.

18 Q. Do you know if Mr. Bell -- let me back up.

19 Do you know if Mr. Gilmore ever had any
20 criticisms of Mr. Bell's work?

21 A. To the best of my memory, I don't recall
22 specific dates, but I do recall Brendan Gilmore
23 criticizing Mr. Bell's history or work as a past
24 employee.